

**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR**

S.B. Civil Misc. Appeal No. 577/2026

Icici Lombard General Insurance Company Limited, Through
Divisional Manager, Divisional Office, 3Rd Floor, Sardarpura,
Udaipur Tehsil Girwa And District Udaipur, Above Bank Of
Baroda, Opposite Mg Collage, Udiapur

----Appellant

Versus

1. Smt. Ganesh Kunwar W/o Ranjit Singh, Fiawadi, Tehsil
Kunwaria, District Rajsamand
2. Shri Ranjit Singh S/o Manohar Singh, Fiawadi, Tehsil
Kunwaria, District Rajsamand
3. Shri Rinu Singh S/o Shri Madan Singh, Pothi, Tehsil
Gabana, Aligarh District Uttar Pradesh (Driver Of The
Insured Vehicle No. Up-81-Da-6535)
4. Shri Madan Singh S/o Prabhu Singh, Pothi, Tehsil Gabana,
District Aligarh Uttar Pradesh (Owner Of The Insured
Vehicle No. Up-81-Da-6535)

----Respondents

For Appellant(s) : Mr. Mehul Kothari
Mr. Bhavyadeep Singh

For Respondent(s) :

HON'BLE MR. JUSTICE MUKESH RAJPUROHIT

Order

24/02/2026

Learned counsel appearing for the appellant-insurance company submits that the Gazette Notification dated 25.02.2022 was published, wherein, an amendment has been brought under Section 50, Chapter XI, whereafter the principle of pay and recover cannot be applied upon the appellant-insurance company as in the present case, the driver was not having a valid license and was driving the vehicle insured by the appellant-company. Further, he places reliance upon one of the orders passed by the High Court of Madras dated 07.03.2024, the same is reproduced hereunder :-

"Whether the Tribunal was right in directing the Insurance company to pay the award amount and giving it liberty to recover it from the Insured, in the light of the fact that the amended Section 150 as it stands today does not permit such course of action, in view of the fact that the proviso to Sub-Section 4 of Section 149 is no longer in the statute book and the fact that the sub-Section 4 of Section 150, as amended, is not in pari materia with the original sub-Section 4 of Section 149, in as much as the defences that are available to the Insurance Company have been enlarged by the deletion of Clause (b) of sub-Section 2 occurring as in Section 149(4) as it stood prior to the amendment."

This Court, in light of the facts and circumstances of the case, deems it appropriate to record the legal ground that is urged by the learned counsel for the appellant that whether the Tribunal was right in directing the Insurance Company to pay the award amount and giving it liberty to recover it from the Insured, under the amended Section 150 of the Motor Vehicles Act.

Admit.

Issue notice to the respondents, returnable within six weeks.

In the meanwhile and till next date, the effect and operation of the impugned judgment and award dated 30.07.2025 passed by the Motor Accident Claims Tribunal, Rajsamand in MAC Case No.105/2024 shall remain stayed qua the appellant-insurance company.

The respondents-claimants would be at liberty to file application for vacation of the interim order.

(MUKESH RAJPUROHIT),J